

Mark D. Speed (MS-3095)
Law Office of Mark D. Speed
60 East 42nd Street, Suite 1563
New York, New York 10165
Telephone (212) 344-3339

*Attorney for Defendant and Third-Party Defendant
American Eagle Business Inc.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RESEARCH IN MOTION LIMITED,

08 CV 03322 (TPG)

Plaintiff,

-against-

**ANSWER TO THIRD-PARTY
COMPLAINT**

BEYOND CELL INTERNATIONAL, INC., JOHN DOES
1-50; AND XYZ BUSINESSES,

Defendants.

BEYOND ELECTRONICS INC., d/b/a
BEYOND CELL,

Third-Party Plaintiff,

-against-

SHENZHEN SILVER EAGLE
ELECTRONIC CO. and AMERICAN EAGLE
BUSINESS INC.,

Third-Party Defendants.

Third-Party Defendant American Eagle Business Inc., by its undersigned attorneys, hereby answers the Third-Party Complaint filed by defendant and third-party plaintiff Beyond Electronics Inc., d/b/a Beyond Cell ("Beyond Cell") as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 1 and 2.

2. Denies the allegations of paragraph 3, except admits American Eagle Business Inc. is a corporation duly organized and existing under the laws of the State of New York.

3. Denies the allegations of paragraph 4.

4. To the extent any response is called for, denies the allegations of paragraphs 5, 6, 7, 11 and 12, and refers all questions of law to the Court.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co., and denies the allegations of paragraph 8 insofar as they are alleged against the third-party defendant answering herein.

6. Responding to the allegations of paragraphs 9 and 10, refers to the Complaint for the precise allegations thereof, and refers all questions of law to the Court.

7. Responding to the allegations of paragraph 14, repeats and realleges its answers to paragraphs 1 through 12.

8. Denies the allegations of paragraphs 13 through 26 insofar as they are alleged against the third-party defendant answering herein, and denies knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co.

9. Responding to the allegations of paragraph 27, repeats and realleges its answers to paragraphs 1 through 26.

10. Denies the allegations of paragraphs 28 through 36 insofar as they are alleged against the third-party defendant answering herein, and denies knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co.

11. Responding to the allegations of paragraph 37, repeats and realleges its answers to paragraphs 1 through 36.

12. Denies the allegations of paragraphs 38-40, and 42-44 insofar as they are alleged against the third-party defendant answering herein, and denies knowledge or information sufficient to form a belief as to the truth of the allegations

insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co.

13. Responding to the allegations of paragraph 41, refers to the Complaint for the precise allegations thereof, and refers all questions of law to the Court.

14. Responding to the allegations of paragraph 45, repeats and realleges its answers to paragraphs 1 through 44.

15. Denies the allegations of paragraphs 46 through 59 insofar as they are alleged against the third-party defendant answering herein, and denies knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co.

16. Responding to the allegations of paragraph 60, repeats and realleges its answers to paragraphs 1 through 59.

17. Denies the allegations of paragraphs 61 through 65 insofar as they are alleged against the third-party defendant answering herein, and denies knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they are alleged against third-party defendant Shenzhen Silver Eagle Electronic Co.

FIRST AFFIRMATIVE DEFENSE

18. The complaint fails to state a claim upon which relief may be granted against third-party defendant American Eagle Business Inc.

SECOND AFFIRMATIVE DEFENSE

19. Third-party plaintiff's claims are barred because there is a lack of privity between plaintiff or third-party plaintiff and the third-party defendant answering herein.

THIRD AFFIRMATIVE DEFENSE

20. Third-party plaintiff's claims are barred by the statute of frauds.

DEMAND FOR JUDGMENT

WHEREFORE, third-party defendant American Eagle Business Inc. respectfully prays that this Court enter judgment for it and against third-party plaintiff as follows:

- a) dismissing the third-party complaint in its entirety with prejudice;
- b) awarding third-party defendant American Eagle Business Inc. its costs of suit, including reasonable attorneys fees, incurred herein;

c) awarding such other and further relief as this Court deems just and proper.

Dated: New York, New York
September 2, 2008

LAW OFFICE OF MARK D. SPEED

By: 
Mark D. Speed (MS-3095)
60 East 42nd Street
Suite 1563
New York, New York 10165
(212) 344-3339
mds@markdspeedlaw.com
Attorney for Third-Party Defendant
American Eagle Business, Inc.